NEGLIGENCE.

Carrier—Injury to Passenger—Contributory Negligence.—O'Donnell v. *Louisville & N. R. Co.*, 42 S. W. Rep. (Ky.) 846. A person who voluntarily sits by an open window on a moving train cannot recover for an injury sustained from flying cinders on the ground that the window was out of repair and could not be closed, if he knew, or by the exercise of ordinary care, could have known that there were seats with protected windows. But the court was also of the opinion that if the complaint in this case had been that the cinders were thrown from the locomotive when, by the use of proper screens they could have been stopped, a different question would have arisen—it not being negligence *per se* for a passenger to sit by an open window.

Negligence of Fellow Servant—Liability of Master—Notice.—E. T., V. and G. R. Co. v. *Wright*, 42 S. W. Rep. (Tenn.) 1065. Knowledge acquired by a conductor, while in charge of a train, of the recklessness and incompetency of his engineer is notice to the company, and is sufficient to fix the liability of the company for an injury done to a fellow servant through the engineer's recklessness and incompentency. It is not necessary that notice be brought home to one having power to discharge the engineer, but is enough if known by the engineer's immediate superior and the representative of the company in charge of the train (*Railroad* v. *Spence*, 23 S. W. 211).

Action for Wrongful Death—Defense—Contributory Negligence of Sole Next of Kin.—Consolidated Traction Co. v. *Hone*, 38 Atl. Rep. (N. J.) 758. In an action brought to recover damages against a traction company for negligently causing the death of plaintiff's infant son the court were equally divided upon the question (decided in plaintiff's favor in the lower courts) whether the traction company could defeat the action if it could show that the death in question was in part the result of the negligent conduct of the sole next of kin—*i.e.*, the plaintiff in this action, although such negligence is not to be imputed to the infant.

STATUTES.

Collision in Detroit River—Canadian Statute—Change of Course.—Union Steamboat Co. v. *Erie Co.*, 82 Fed. Rep. 817. An action was brought by the owners of a vessel for damages from a collision with another vessel occurring on the Canadian side of the Detroit River. It appeared that claimant vessel gave the proper signals and that the defendant vessel, after acting accordingly for a time, finally disregarded them and gave no signals herself. *Held*, following *The North Star*, 22 U. S. App. 242, 10 C. C. A. 262, that in the absence of proof of the statute and that the captains of each vessel acted thereon, the contention that the Canadian statute of navigation should govern was unfounded, and that the proper rules of navigation were those of the Revised Statutes of the U. S. Also, the fact that the plaintiff vessel, whose duty it was to hold her course, temporarily abandoned it to avoid obstructions known to the other vessel, did not violate her duty so as to prevent her recovery.

Statutes—Construction—Railroads—Actions Against Receivers.—Ware v. *Platt*, 48 N. E. Rep. (Mass.) 270. An action was brought for damage resulting from fire caused by the railroad for which the defendants were receivers. The statute applying in this case read as follows: "Every railroad corporation and street railway company shall be responsible in damages to a

person or corporation whose buildings or other property may be injured by fire communicated by its locomotive engines, and shall have an insurable interest in the property upon its route, for which it may be so held responsible, and may procure insurance thereon in its own behalf." The respondents defended on the ground that the statute did not apply to them as receivers, but that the corporation itself was liable. *Held*, that the statute was remedial and applied in this case. Remedial statutes are to be construed liberally, and so as to advance the remedy and carry out the object in view in their enactment. Cases may come so obviously within the equity of a statute that it would be unreasonable to suppose that they were not intended by the legislature to be embraced within it, though the literal sense of the language used might not include them.

Municipal Corporations—Power to Prohibit Liquor Traffic—Repeal of Statutes.—Bailey Liquor Co. v. *Austin*, 82 Fed. Rep. 785. An act of the legislature and an ordinance of the town council of G—— forbade the sale of intoxicating liquors within the limits of the town. State constables and others acting under the authority of the town council seized a quantity of wine, whiskey, and beer offered for sale in original packages. *Held*, that they acted within their power and that such act and ordinance were a valid exercise of the police power. The above act and ordinance were not repealed by the "Dispensary Law." Repeals of statute by implication are not favored and can never be admitted when the former can stand with the new act. *Chew Heong* v. *U. S.*, 112 U. S. 536, 5 Sup. Ct. 255.

Assignment for Benefit of Creditors—Constitutional Law—Impairing Contracts—Judgment by Warrant of Authority.—Second Ward Sav. Bank of Milwaukee v. *Schrauck*, 73 N. W. Rep. (Wis) 31. Ch. 334, Laws 1897, relating to voluntary assignments, provide that all attachments, levies, garnishments, or other processes against an insolvent debtor, within ten days prior to an assignment for the benefit of creditors, made by such debtor, shall be dissolved and the property attached or levied upon be turned over to the assignee. *Held*, void, as impairing the obligation of contracts, in so far as it applies to notes and warrants of attorney, and judgments and valid executions to enforce the same. Such statute, though acting on the remedy alone, is as void as if it affected the obligation of the contract, as in effect it substantially impairs the obligation of the contract itself. *Edwards* v. *Kearney*, 96 U. S. 600; *Green* v. *Biddle*, 8 Wheat. 1; *State of Tennessee* v. *Sneed*, 96 U. S. 69, etc. Cassody, C. J., dissenting, held that the act was such an insolvent law as the State legislatures were held to be empowered to pass in *Ogden* v. *Saunders*, 12 Wheat. 213–219. State statutes may impair the remedy on an existing contract, without necessarily impairing the contract itself. *Von Baumbach* v. *Bode*, 9 Wis. 569; *Sturgis* v. *Crowninshield*, 4 Wheat. 122; *Morely* v. *R'y Co.*, 146 U. S. 162, 13 Sup. Ct. 54. The act in question does not undertake to discharge the insolvent debtor, but merely to prevent preferences out of such of the insolvent's estate as existed at the time of making the assignment.

MISCELLANEOUS.

Wills—Rights of Life Tenants—Stock Dividends—Income.—McLouth v. *Hunt*, 48 N. E. (N. Y.) 548. An action was brought to procure a judicial construction of a will providing that the estate be divided into three parts and that the same should be held for the benefit of the testatrix's three grandchil-